

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption				Page of Pages							
				School Health Nursing Services for DC Charter Schools				1		1					
2. Contract Number			3. Solicitation Number			4. Type of Solicitation			5. Date Issued			6. Type of Market			
			DCHC-2006-H-0009			<input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreement			2/1/2006			<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:			
7. Issued By:								8. Address Offer to:							
Office of Contracting and Procurement Human Care Supplies and Services Group 441 4th Street, NW, Suite 700 South Washington, DC 20001								Office of Contracting and Procurement 441-4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001							
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"															
<b>SOLICITATION</b>															
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the															
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>7-Feb-06</u> <b>Human Care Agreement Contractor Qualification Record must be completed</b> (Hour) (Date)															
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.															
10. For Information Contact		A. Name				B. Telephone			C. E-mail Address						
		George Wheeler				(Area Code) (Number) (Ext) 202 724-5267			<a href="mailto:george.wheeler@dc.gov">george.wheeler@dc.gov</a>						
11. Table of Contents															
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.								
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES											
X	A	Solicitation/Contract Form	1												
X	B	Supplies or Services and Price/Cost	2 to 5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS											
X	C	Specifications/Work Statement	6 to 14		F	List of Attachments	24 to 25								
x	D	Human Care Service Delivery and Performance	14 to 15	PART IV - REPRESENTATIONS AND INSTRUCTIONS											
X	E	Human Care Service Administration	15 to 17			Representations, certifications and other statements of offerors									
X	F	Agreement Clauses	17 to 25			Instructions, conditions & notices to offerors									
						Evaluation factors for award									
<b>OFFER</b>															
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.															
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		_____ Calendar days %							
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date					
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract											
15B. Telephone				15 C. Check if remittance address is different from above - Refer to Section G				17. Signature				18. Offer Date			
(Area Code)		(Number)		(Ext)											
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>															
19. Accepted as to Items Numbered				20. Amount				21. Accounting and Appropriation							
22. Name of Contracting Officer (Type or Print)				23. Signature of Contracting Officer (District of Columbia)				24. Award Date							





# Government of the District of Columbia



HUMAN CARE AGREEMENT										PAGE OF PAGES				
										1	25			
1. CONTRACT NUMBER <b>DCHC-2006-H-0009</b>			2. REQUISITION/PURCHASE REQUEST NO.			3. PURCHASE ORDER/TASK ORDER NUMBER			4. DATE OF AWARD					
5. ISSUED BY Office of Contracting and Procurement Human Care Supplies and Services Group 441-4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001						6. ADMINISTERED BY (If other than Item 5) Department of Health Maternal and Family Health Administration 825 North Capitol St., NE, 3rd Floor Telephone (202) 442-5999 Fax (202) 442-4788								
7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)														
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO:						9. DISTRICT SHALL SEND ALL PAYMENTS TO:								
10. DESCRIPTION OF HUMAN CARE SERVICE AND COST														
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE				QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT					
0001		Registered Nurse to provide School Health Nursing Service Programs in D.C. Charter Schools						SEE ATTACHED SCHEDULE B						
						Total			\$					
						Total From Any Continuation Pages			\$					
						GRAND TOTAL			\$					
11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LNW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A. Soar System Obligation Code		B. Name of Financial Officer (Typed):				C. Signature:				D. Date:				
12. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: _____						Ending Date: _____								
HUMAN CARE AGREEMENT SIGNATURES														
<p>Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the <i>STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS</i>, dated November 2004; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.</p>														
13. FOR THE PROVIDER/CONTRACTOR						14. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Signer (Type or print) Name: Title:						A. Name of Contracting Officer (Type or print) Name: Title:								
B. Signature of PROVIDER/CONTRACTOR, or representative:				C. Date:		B. Signature of CONTRACTING OFFICER:				C. Date:				

## SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Government of the District of Columbia, Department of Health (DOH), hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with \_\_\_\_\_, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). This Agreement will be effective on the date entered in Item 13c on page 1 of this document.

This is a Human Care Agreement based on fixed-unit prices. The Provider shall deliver services in accordance with Section C.

## SECTION B: SUPPLIES OR SERVICES AND PRICE

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Health the Maternal and Family Health Administration has a need for a provider to manage and operate the school health program, provide 20 hours of school health nursing services, as mandated by D.C. Law 7-45; D.C. Official Code, sec 138-621(1981 edition), at 20 District of Columbia Charter Schools.

**B.2** The District contemplates award of a fixed price contract.

### **B.3 Price Schedule Requirements**

#### BASE PERIOD

CLIN#	Service Description	Service Unit	Service Rate
	Basic Health Services(C.3.1)		
0001	SAIL PCS	Per Hour	
0002	New Enterprise & Development PCS	Per Hour	
0003	Washington Math & Science PCS	Per Hour	
0004	Howard University PCS	Per Hour	
0005	DC Preparatory PCS	Per Hour	
0006	KIPP DC: AIM Academy PCS	Per Hour	
0007	SEED PCS	Per Hour	
0008	Cesar Chavez PCS-Parkside Campus	Per Hour	
0009	Maya Angelou PCS-Parkside Campus	Per Hour	
0010	Maya Angelou PCS-Shaw Campus	Per Hour	
0011	Friendship PCS Southeast Elementary Campus	Per Hour	
0012	DC Bilingual PCS	Per Hour	
0013	Potomac Lighthouse PCS	Per Hour	
0014	Capital City PCS	Per Hour	
0015	Friendship PCS Chamberlain Campus	Per Hour	
0016	Capital City PCS	Per Hour	
0017	Public Charter School –TBD	Per Hour	

0018	Public Charter School –TBD	Per Hour	
0019	Public Charter School –TBD	Per Hour	
0020	Public Charter School –TBD	Per Hour	

OPTION PERIOD 1

CLIN#	Service Description	Service Unit	Service Rate
	Basic Health Services (C.3.1)		
0101	SAIL PCS	Per Hour	
0102	New Enterprise & Development PCS	Per Hour	
0103	Washington Math & Science PCS	Per Hour	
0104	Howard University PCS	Per Hour	
0105	DC Preparatory PCS	Per Hour	
0106	KIPP DC: AIM Academy PCS	Per Hour	
0107	SEED PCS	Per Hour	
0108	Cesar Chavez PCS-Parkside Campus	Per Hour	
0109	Maya Angelou PCS-Parkside Campus	Per Hour	
0110	Maya Angelou PCS-Shaw Campus	Per Hour	
0111	Friendship PCS Southeast Elementary Campus	Per Hour	
0112	DC Bilingual PCS	Per Hour	
0113	Potomac Lighthouse PCS	Per Hour	
0114	Capital City PCS	Per Hour	
0115	Friendship PCS Chamberlain Campus	Per Hour	
0116	Capital City PCS	Per Hour	
0117	Public Charter School –TBD	Per Hour	
0118	Public Charter School –TBD	Per Hour	
0119	Public Charter School –TBD	Per Hour	
0120	Public Charter School –TBD	Per Hour	

OPTION PERIOD 2

CLIN#	Service Description	Service Unit	Service Rate
	Basic Health Services (C.3.1)		
0201	SAIL PCS	Per Hour	
0202	New Enterprise & Development PCS	Per Hour	
0203	Washington Math & Science PCS	Per Hour	
0204	Howard University PCS	Per Hour	
0205	DC Preparatory PCS	Per Hour	
0206	KIPP DC: AIM Academy PCS	Per Hour	
0207	SEED PCS	Per Hour	
0208	Cesar Chavez PCS-Parkside	Per Hour	

	Campus		
0209	Maya Angelou PCS-Parkside Campus	Per Hour	
0210	Maya Angelou PCS-Shaw Campus	Per Hour	
0211	Friendship PCS Southeast Elementary Campus	Per Hour	
0212	DC Bilingual PCS	Per Hour	
0213	Potomac Lighthouse PCS	Per Hour	
0214	Capital City PCS	Per Hour	
0215	Friendship PCS Chamberlain Campus	Per Hour	
0216	Capital City PCS	Per Hour	
0217	Public Charter School –TBD	Per Hour	
0218	Public Charter School –TBD	Per Hour	
0219	Public Charter School –TBD	Per Hour	
0220	Public Charter School –TBD	Per Hour	

### OPTION PERIOD 3

CLIN#	Service Description	Service Unit	Service Rate
	Basic Health Services (C.3.1)		
0301	SAIL PCS	Per Hour	
0302	New Enterprise & Development PCS	Per Hour	
0303	Washington Math & Science PCS	Per Hour	
0304	Howard University PCS	Per Hour	
0305	DC Preparatory PCS	Per Hour	
0306	KIPP DC: AIM Academy PCS	Per Hour	
0307	SEED PCS	Per Hour	
0308	Cesar Chavez PCS-Parkside Campus	Per Hour	
0309	Maya Angelou PCS-Parkside Campus	Per Hour	
0310	Maya Angelou PCS-Shaw Campus	Per Hour	
0311	Friendship PCS Southeast Elementary Campus	Per Hour	
0312	DC Bilingual PCS	Per Hour	
0313	Potomac Lighthouse PCS	Per Hour	
0314	Capital City PCS	Per Hour	
0315	Friendship PCS Chamberlain Campus	Per Hour	
0316	Capital City PCS	Per Hour	
0317	Public Charter School –TBD	Per Hour	
0318	Public Charter School –TBD	Per Hour	
0319	Public Charter School –TBD	Per Hour	
0320	Public Charter School –TBD	Per Hour	

OPTION PERIOD 4

CLIN#	Service Description	Service Unit	Service Rate
	Basic Health Services (C.3.1)		
0401	SAIL PCS	Per Hour	
0402	New Enterprise & Development PCS	Per Hour	
0403	Washington Math & Science PCS	Per Hour	
0404	Howard University PCS	Per Hour	
0405	DC Preparatory PCS	Per Hour	
0406	KIPP DC: AIM Academy PCS	Per Hour	
0407	SEED PCS	Per Hour	
0408	Cesar Chavez PCS-Parkside Campus	Per Hour	
0409	Maya Angelou PCS-Parkside Campus	Per Hour	
0410	Maya Angelou PCS-Shaw Campus	Per Hour	
0411	Friendship PCS Southeast Elementary Campus	Per Hour	
0412	DC Bilingual PCS	Per Hour	
0413	Potomac Lighthouse PCS	Per Hour	
0414	Capital City PCS	Per Hour	
0415	Friendship PCS Chamberlain Campus	Per Hour	
0416	Capital City PCS	Per Hour	
0417	Public Charter School –TBD	Per Hour	
0418	Public Charter School –TBD	Per Hour	
0419	Public Charter School –TBD	Per Hour	
0420	Public Charter School –TBD	Per Hour	

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Health the Maternal and Family Health Administration (the Administration) has a need for a contractor to manage and operate the school health nursing program, provide 20 hours of school health nursing services, as mandated by D.C. Law 7-45; D.C. Official Code, Sec 38-621(1981 edition), at 20 District of Columbia Charter Schools. The specific services to be provided are detailed in the Requirements section of this document.

- C.1.1** Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in subsections C.2 through **C.10.**

### **C.2 BACKGROUND**

The Washington, D.C. City Council passed legislation D.C. Law 7-45; D.C. Official Code, Sec 38-621 (1981 edition) requiring the Department of Health to provide 20 hours of school health nursing services at all District of Columbia Public Schools. The law was later amended to include all District of Columbia Charter Schools. The purpose of the School Health activity is to provide school-based nursing and wellness services to District school students so they can learn about health issues, be screened for childhood diseases, and be immunized, treated and/or referred for services.

### **C.2. Definitions**

- C.2.1.1** Human Care Services - means education, or special education, health, human or social services, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill. unemployed, or minors in the custody of the District of Columbia
- C.2.1.2** Task Order – means an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order[
- C.2.1.3** Voucher - means a written authorization to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual indemnified in writing.

### **C2.3 Target Population**

The target populations are children enrolled at the District of Columbia, Charter Schools listed in Section C.2.4 of this Human Care Agreement.

## **C.2.4 Location of Services is listed below:**

Table 1 D.C. Charter Schools

1	SAIL PCS 1100 16 <sup>th</sup> Streets, N.W., Washington, DC 20036	9	Cesar Chavez PCS-Parkside Campus 1346 Florida Avenue, NW Washington, DC 20009
2	New School Enterprise & Development 1920 Bladensburg Road, NE Washington D.C. 20002	10	Maya Angelou PCS-Evans Campus 1851 9th Street, NW, Washington, DC 20001
3	Washington Math & Science PCS 770 M Street, Suite 1B, Washington, DC 20003	11	Maya Angelou PCS-Shaw Campus 1851 9 <sup>th</sup> Street NW Washington DC 2009
4	Howard University PCS 405 Howard Rd, NW Washington, DC 20059	12	Friendship PCS-Southeast Elementary 645 Milwaukee Pl, SE Washington, DC 20032
5	D.C. Preparatory PCS 701 Edgewood Street, NE Washington DC 20017	13	D.C. Bilingual PCS 1420 Columbia Rd, NW Washington, DC 20009
6	KIPP DC: AIM Academy PCS 421 Alabama Ave, SE, Washington DC 20032	14	Potomac Lighthouse PCS 1600 Taylor St, NE, Washington, DC 20017
7	SEED PCS 4300 C Street, SE, Washington, DC 20002	15	Capital City PCS 3047 15 <sup>th</sup> Street, NW, Washington, DC 20009
8	Friendship PCS-Chamberlain 1345 Potomac Avenue, SE, Washington, DC 20003	16	Capital City PCS 3047 15 <sup>th</sup> Street, NW, Washington, DC 20009

## **C.3 REQUIREMENTS**

The Provider shall perform the activities, summarized below for the students enrolled in the referenced schools as a component of the School Health Program. The description of the specific requirements of each category of school is described below. Services shall include but are not limited to: nursing services, data collection and administration related to the School Health Program. The overall goal of this program is to improve the general health of the children enrolled in District of Columbia Charter Schools through education and follow-up.

The “Provider” shall provide the services of a Registered Nurse to perform the services listed in Section C.3.1 through C.10 at 20 D.C. Charter Schools. Specific Charter Schools will receive services only after their facilities are assessed by D.C. Department of Health staff and deemed adequate to support the provision of school health nursing services.

### **C. 3.1 Basic School Health Services for D.C. Charter Schools**

The provider shall provide 20 hours per week of school health services as mandated by law to children attending the following District of Columbia Charter Schools listed in Section C.2.4, Table 1.

### **C.3.2. Specific Service Requirements**

The Provider shall provide the following performance objectives:

- C.3.2.1. Health screening services
- C.3.2.2. Physical assessments
- C.3.2.3. Monitor immunization records and health certificates
- C.3.2.4. Screening and referral services to children with special needs
- C.3.2.5. Screening and referral services to prenatal and postpartum students



- C.3.2.6. Vision, scoliosis and hearing screenings
- C.3.2.7. Conduct educational programs on nutrition, physical activity, family life and smoking cessation, sexual assault, sexually transmitted disease (“STD”), substance abuse and the Adolescent HIV/AIDS Prevention Program.
- C.3.2.8. Make medical referrals
- C.3.2.9. Report suspected cases of child abuse and neglect
  
- C.3.3. Provide the following specific nursing services at all schools:
  - C.3.3.1. Within five months of the opening school year the nurse shall conduct a *health certificate survey* to include a review of each student’s record for up-to-date physicals, immunizations, dental needs, vision, hearing, and transitional care needs to determine the student’s need for follow-up with his/her primary care provider.
  - C.3.3.2. Modify to DCPS and DOH monthly students needing follow-up care and service or who do not have a health certificate or validation of immunization .
  - C.3.3.3. Notify parents of their child’s need for medical attention immediately, with a minimum of three attempts made before referral for adverse intervention;
  - C.3.3.4. Support for the DCPS teaching staff for students with chronic conditions, including sensitizing teachers to the need of the student and the significance of the diagnosis;
  - C.3.3.5. Keep medical records in a locked file in the medical suite of each school;
  - C.3.3.6. Participate by the school nurse, in the development of the Individual Education Plan (IEP) for each student.
  - C.3.3.7. Appropriate nursing care and services to include, but not limited to: medication administration, first aid, triage, health education, health screening, assessment, and nursing diagnosis.
  - C.3.3.8. Physician’s medical services to include, but not limited to: physicals, and medical IEP reviews.
  - C.3.3.9. Maintain a schedule of operating hours agreed upon by both parties the Provider and DOH based on available resources and school site need.
  
- C.3.4. IN ADDITION TO THE NURSING SERVICES REQUIRED IN C.3.3, THE PROVIDER SHALL PROVIDE THE FOLLOWING SERVICES TO ELEMENTARY SCHOOLS IN D.C. CHARTER SCHOOLS:**
  - C.3.4.1. Conduct Health Appraisals including, but not limited to, measurements of height, weight, and blood pressure on 2nd, 4th and 6th grade students, special education's students and all A-3's (transfers and new students) in all grades except Pre-K, K, 1st, 3rd and 5th grades.
  - C.3.4.2. Record measurement of height and weight of all kindergarten and 1st grade students.
  - C.3.4.3. Conduct Scoliosis screening on 6th and 8th grade students with education component by nursing staff in all schools.
  - C.3.4.4. Perform screening evaluations of student's referred with special problems in all elementary schools.
  - C.3.4.5. During the first semester, perform Vision screening on grades K, 1st, 2<sup>nd</sup>, 6th and un-graded classes and during the second semester on Pre-K students.
  - C.3.4.6. Perform Hearing screening on grades Pre-K, 1st, 2nd 6th, and un-graded classes in all schools during the first semester.

- C.3.4.7. Perform Re-Screening, referral and follow-up on failures.
- C.3.4.8. Provide Dental screening referrals and education in selected grades and review Dental Certificates by Dental personnel.
- C.3.4.9. Perform Immunization reviews, interpretation and surveillance of all students' record by nursing personnel and referral and follow-up as needed. All 6th grade records are to be surveyed by the last day in April to ensure compliance prior to entry in the 7th grade.
- C.3.4.10. Maintain established health records with the cooperation of DCPS personnel in all schools as per D.C. Law 6-66. (Initiation and transfer of health records are part of DCPS registration and transfer procedures).
- C.3.4.11. Assistance as resource personnel for health education, including AIDS.
- C.3.4.12. Implementation of disease management programs to case-managed children with chronic diseases, i.e., Asthma, Diabetes, and Epilepsy.
- C.3.4.13. Presentation of Sexual Assault Prevention Program in all elementary schools in collaboration with DCPS staff, D.C. Metropolitan Police Department, and Department of Health, Preventive Health Services Administration.
- C.3.4.14. Administration of appropriately authorized medications by school nurses in all schools. Guidance/monitoring by registered nurses of medication administration by trained certified DCPS personnel.
- C.3.4.15. Participation in the violence recovery initiative and implement components of the initiative.
- C.3.4.16. Participation in the Fetal Alcohol Syndrome Research Project.
- C.3.4.17. Perform First aid services to the students.
- C.3.4.18. Document compliance with D.C. Law 6-66 for D.C. Charter Schools

## **SECONDARY SCHOOLS**

- C.3.5. IN ADDITION TO THE NURSING SERVICES REQUIRED IN C.3.4. THE PROVIDER SHALL PROVIDE THE FOLLOWING SERVICES TO SECONDARY SCHOOLS IN D.C. CHARTER SCHOOLS:
  - C.3.5.1. Identify and implement referrals for pregnant students for necessary care. Every attempt shall be made for early identification in the first trimester.
  - C.3.5.2. Liaison with the source of care for pregnant students to establish and maintain a continuation of care.
  - C.3.5.3. Conduct a minimum of eight comprehensive health education sessions focusing on the prevention of HIV/AIDS, STD, Teen Pregnancy, Substance Abuse.
  - C.3.5.4. Implement the Adolescent AIDS Prevention Program, including condom availability, HIV/AIDS/STD education and counseling in all senior high schools.
  - C.3.5.5. Perform Vision screening on grades 8th and 10th and un-graded classes. Re-screening, referral and follow-up of vision failures by nursing staff in cooperation with the Physical Education Department.
  - C.3.5.6. Perform Scoliosis screening of 8th grade students.
  - C.3.5.7. Coordinate and conduct, on-site, athletic screening programs with athletic trainers/coaches in Department of Athletics.

- C.3.5.8. Perform a preliminary nursing assessment of students with health related problem referral and follow-up as needed.
- C.3.5.9. Provide assistance to DCPS staff in medical interpretation of immunization data received and reviewed on school entry by responsible DCPS staff.
- C.3.5.10. Conduct Immunization surveillance of all grades.
- C.3.5.11. Administer and/or monitor authorized medication.
- C.3.5.12. Collaborate with Department of Health (DOH)/DCPS and others regarding implementation of immunization initiatives.
- C.3.5.13. Maintain established health records with cooperation of DCPS personnel as per D.C. Law 6-66. (Initiation and transfer of health records are part of DCPS registration and transfer procedures.
- C.3.5.14. Collaborate with Addiction Prevention and Recovery Administration (APRA) staff on site in schools to implement substance abuse prevention education.
- C.3.5.15. Collaborate with the comprehensive school based Adolescent Health Center at the Woodson Senior High Schools.
- C.3.6 Submit monthly programmatic reports by the 10<sup>th</sup> day of each month, that shall include, but are not limited to, a monthly schedule of site activity, a monthly narrative activity and statistical reports detailing the following:
  - C.3.6.1 Site Location
  - C.3.6.2 Hours of operation
  - C.3.6.3 Staff schedule
  - C.3.6.4 Program activities completed during the report period; activities planned in the coming months; concerns, issues and problems that are being experienced in the program and actions/recommendations and time schedule for resolution;
  - C.3.6.5 Assessment of staff performance in meeting monthly program requirements;
  - C.3.6.6 Types of referrals provided the name of the referral sites and documented resolutions.
  - C.3.6.7 Total number of children served month
  - C.3.6.8 Total number of new children served monthly
  - C.3.6.9 Number of children served by site
  - C.3.6.10 Number of children served by provider
  - C.3.6.11 Number of dental sessions/examinations
  - C.3.6.12 Number of care plans developed
  - C.3.6.13 Number of referrals resolved
  - C.3.6.14 Number of health education sessions provided for students
  - C.3.6.15 Number of children seen by type of service
  - C.3.6.16 Number of students without immunization validation.
  - C.3.6.17 The Provider shall provide, to the Department of Health, Unusual Incident Reports as needed within a 24-hour period of the occurrence of an event which is incorporated into the Human Care Agreement as Attachment 2.
  - C.3.6.18 The Provider shall provide sufficient qualified staff to support the health services needed by students in the schools listed in Section B.3 and C.2.4. of this Human Care Agreement. Provider's staff shall have the requisite qualification to provide services to the populations(s) designated by the Provider in the Human Care Agreement Contractor Qualification Record (CQR), which is incorporated into the Human Care Agreement as Attachment 3.

- C.3.6.19 The provider shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing
- C.3.6.20 The provider shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment, which shall be accessible to the COTR upon request;
- C.3.6.21 The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and supervision;

#### **C.4 Applicable Documents**

The following documents are incorporated in this solicitation and the resulting Human Care Agreement by this reference:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	Law 7-45; D.C. Official Code, sec 38-621(1981 edition)	District of Columbia School Nurse Assignment Act	10/16/87
<b>2</b>	D.C. Law . Law 6-66. (Initiation and transfer of records)	Initiation and transfer of Health records are part of DCPS transfer and registration procedures	<b>Current</b>

#### **C.5 Compliance with Service Rates**

- C.5.1 All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.5.2 If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of in-State rates.

- C.5.3** If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit a detailed budget with documentation to justify its costs. The Provider's unregulated costs may be subject to negotiation.

**C.6** **Method of Delivery of Services**

No human care service shall be provided by the Providers unless and until a task order is issued to the Provider by the District

**C.6.1** **District Responsibilities**

- C.6.1.1** The Department of Health will provide the following:

- C.6.1.1.1** Provide to the Provider available social and court history information, available reports on psychological evaluations, available medical history, Medicaid certification or insurance information, available family and school information, an ISP and other pertinent data for each youth referred to the Provider.

**C.7** **Security Requirements**

- C.7.1** The Provider shall adhere to the following staff security requirements:

- C.7.1.1** In accordance with DC Official Code 44-551 et seq., the Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.

- C.7.1.2** After award of a Human Care Agreement, furnish copies of the certified criminal history records of applicable Provider staff that perform services under this Human Care Agreement to the COTR upon request. Any conviction or arrest of the Provider's employees will be reported to the DOH staff attorney, which will determine the employee's suitability for performance under this Human Care Agreement.

- C.7.1.3** Conduct the criminal record background checks on an annual basis and for all newly acquired employees and disclose to DOH, through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of the Provider's employees to the DOH staff attorney, which will determine the employee's suitability for continued performance under this Human Care Agreement.

## C.8 Deliverables

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow. All soft copy deliverables shall be provided on 3 1/2 inch diskette or CD formatted in Microsoft Office programs.

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Method of Delivery</b>	<b>Due Date</b>
1	DOH Unusual Incident Report as described in Attachment 2	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> <li>- Deliverable Name</li> <li>- Youth's Name</li> <li>- School Name</li> <li>- Date Completed</li> <li>- Date Submitted</li> </ul>	All Unusual Incident Reports shall be submitted via fax or telephone by the end of the shift in which the incident occurred and followed up with a written report to the COTR within 24 hours.
2	Monthly Report Detailed Medical Files of Students of needed Services/ Referrals describe in C.3.6	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> <li>- Deliverable Name</li> <li>- Youth's Name</li> <li>- School Name</li> <li>- Date Completed</li> <li>- Date Submitted</li> </ul>	D.C. Law 6-66. (Initiation and transfer of health records are part of DCPS registration and transfer procedures
3	Health certificate survey on students health needs , updated immunization records, etc describe in Sec. C.3.3.1	1 hard copy and 1 soft copy clearly labeled with the following: <ul style="list-style-type: none"> <li>- Deliverable Name (Placement)</li> <li>- Youth's Name</li> <li>- School's Name</li> <li>- Date Completed</li> <li>- Date submitted</li> </ul>	Within five months of the opening school year

## C.9 Eligibility

Eligibility for services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District,

according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as **Attachment 5**.

**C.10 Compliance With Laws**

As a condition of the Provider's obligation to perform for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement.

**SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE**

**D.1 Term of Agreement**

**D.1.1** The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

**D.1.2** If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement by reference.

**D.1.3** The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

**D.2 Agreement Not A Commitment of Funds or Commitment To Purchase**

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

**D.3 Option to Extend Term of the Agreement**

**D.3.1** The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human

Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

- D.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- D.3.5** Should the District exercise the Human Care Agreement option for option year number 3, the Provider shall be required to complete a new CQR.

## **SECTION E – HUMAN CARE SERVICE ADMINISTRATION**

### **E.1 Contracting Officer/Human Care Agreement Administration**

- E.1.1** The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a human care agreement or contract, and all documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Rotimi Osunsan, CPPB, CPM  
Assistant Commodity Manager  
Office of Contracting and Procurement  
Human Care Services/Supplies Cluster  
441-4<sup>th</sup> Street, N.W.  
Suite 700 North  
Washington, D.C. 20001

Telephone Number: (202) 724-5248  
Facsimile Number: (202) 727-0245  
E-Mail: [rotimi.osunsan@dc.gov](mailto:rotimi.osunsan@dc.gov)

### **E.2 Contracting Officer's Technical Representative**

- E.2.1** The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The



Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Representative shall be:

Ms. Colleen Whitmore  
Interim Bureau Chief  
Children, Adolescent and School Health Bureau  
D.C. Department of Health,  
Maternal and Family Health Administration  
825 North Capitol St., NE, 3<sup>rd</sup> Floor, Suite 3106  
Washington, D.C. 20002

Telephone Number: (202) 442-9338  
Facsimile Number: (202) 442-4950  
E-Mail: colleen.whitmore@dc.gov

### **E.2.2 Contact Person**

For information concerning this Human Care Agreement, contact:

George D. Wheeler  
Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> St., NW, Suite 706 North  
Washington, D. C. 20001  
Telephone Number: (202) 724-5267  
Facsimile Number: (202) 727-0245  
E-Mail: george.wheeler@dc.gov

### **E.3 Ordering and Payment**

- E.3.1** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- E.3.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3** If mailed, a purchase order or task order shall be considered "issued" by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4** The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified on page one (1) of the purchase order/task order, ***"Provider Shall Submit All Invoices To."***

Department of Health  
Office of the Chief Financial Officer  
825 North Capitol St., NE, Third Floor  
Washington, D.C. 20002

**E.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address;
- (2) Invoice date, number and the total amount due;
- (3) Period or date of service;
- (4) Description of service;
- (5) Quantity of services provided or performed
- (6) Contract line item number (CLIN) , as applicable to each purchase order or task order;
- (7) Purchase order or task order number;
- (8) Agreement number;
- (9) Federal tax identification number (TIN);
- (10) Any other supporting documentation or information, as required; and
- (11) Name, title and telephone signature of the preparer.

**E.3.6** Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

## **PART II**

### **SECTION F – AGREEMENT CLAUSES**

#### **F.1 Standard Contract Provisions Incorporated By Reference**

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as the “Standard Contract Provisions” are incorporated into this Human Care Agreement by reference, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

#### **F.2 Confidentiality**

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written

consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

### **F.3 Amendments**

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, amend or change the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

### **F.4 Tax Compliance Certification**

In signing and submitting this Human Care Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

### **F.5 Subcontracts**

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Human Care Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

### **F.6 Provider Responsibility**

- F.6.1** The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.
- F.6.2** The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

## **F.7 INSURANCE**

Upon receipt of a Task Order under this HCA, the Provider shall procure and maintain, during the entire period of performance under the Task Order, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 day's prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- F.7.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- F.7.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- F.7.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- F.7.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- F.7.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

## **F.8 Department Of Labor Wage Determinations**

The Provider is bound by the U.S. Department of Labor Wage Determination No. 1994-2103, Revision No. 34, dated May 23, 2005 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this Human Care Agreement as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the contract services are provided shall bind contractors located in regions not bound by the above stated Wage Determination.

## **F.9 Special Indemnity**

The following provision supplements Section 10 of the Standard Contract Provisions:

The Provider shall indemnify and hold harmless the District and all its officers, agents and

servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

## **F.10 HIPAA PRIVACY COMPLIANCE**

### **F.10.1 Definitions**

- (a) *Business Associate*. "Business Associate" shall mean [*Insert Contractor's Name*]
- (b) *Covered Entity*. "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.
- (c) *Designated Record Set* means:
  - 1. A group of records maintained by or for Covered Entity that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
  - 2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### **(2) Obligations and Activities of Business Associate**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### (3) Permitted Uses and Disclosures by Business Associate

#### (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would

not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

#### (4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### (5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### (6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information,

protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.



## **F.11 Access to Records**

- F.11.1** The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- F.11.2** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- F.11.3** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

## **F.12 Order of Precedence Clause**

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

1. The Human Care Agreement including the Contractor Qualifications Record completed by the Provider, service rates and applicable documents incorporated by reference.
2. The Provider's program description.
3. Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004, located at [www.ocp.dc.gov](http://www.ocp.dc.gov).
4. The Attachments as specified and listed in Section F.14
5. Task Order or Purchase Order

## **F.13 Attachments**

The following attachments are included and incorporated by reference into this Agreement.

1. D, C. Law 7-45 "District of Columbia Public School Nurse Assignment Act of 1987" which is incorporated into this Human Care Agreement as Attachment 1.
2. DOH Policy and Procedure, Procedures for Reporting Unusual Incidents as Attachment 2

3. Human Care Agreement Qualification Record as Attachment 3.
4. U.S. Department of Labor Wage Determination No. 1994-2103, Revision No. 34, dated May 23, 2005 as Attachment 4.
5. 27 DCMR § 1905.6, providing the criteria for a determination of responsibility of potential providers as Attachment 5.

**F.14**      **Incorporated Attachments** (The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under “Solicitation Attachments”).

1. Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004.
2. Local, Small and Disadvantaged Business Enterprise Certification Package.
3. Office of Tax and Revenue, Office of the Chief Financial Officer, Tax
4. Certification and FR500 Combined Business Tax Registration Application .
5. Equal Employment Opportunity Compliance documents, including Mayor’ s Order 85-85, dated June 10, 1985.
6. First Source Employment Agreement.